

LEASE AGREEMENT

This Lease, made this September 1, 2016 by and between the **Berlin Airport Authority** (hereinafter referred to as LESSOR) and _____, (hereinafter referred to as LESSEE).

LOCATION: The LESSOR does hereby lease demise and let to the LESSEE the following described premises: Map: ; Lot: ; Sub: per Milan Tax Records;
Parcel # per Aircraft Apron Areas Map dated July 2011

- a. Lot size = sf or less (as determined by the Airport Authority and is non-negotiable.)
 - b. This property is in: **Area "B"** per Aircraft Apron Areas Map dated July 2011
2. **TERM:** To have and to hold said premises from the date of this lease until noon on September 1, 2021. In the event of any breach of this Lease Agreement by LESSEE or violation of any local, state, federal or international law, regulation, ordinance, or administrative rule or procedure by LESSEE, LESSOR may terminate this agreement upon seven (7) days written notice.
 - a. LESSEE further acknowledges and agrees unconditionally that upon a sixty (60) day written notice they will move their building should the Berlin Airport Authority be required to comply with State and/or Federal Aviation building restrictions. If the Berlin Airport Authority is able to make alternative sites available, the LESSEE has the choice of continuing a lease on the new site or terminating their lease automatically after the sixty (60) day notice above.
 - b. All lessees hereby agree to abide by the airport's minimum standards, State and local laws, rules and regulations. Failure to comply shall be considered a breach of lease and grounds for termination.
3. **CONDITIONS:** It is hereby mutually agreed between the LESSOR and LESSEE that this lease is subject to the terms and conditions stated hereinafter:
 - a. The LESSEE shall have the right to occupy and use buildings and make improvements on said land for non commercial and recreational purposes per the Minimum Standards, unless LESSEE has the prior written permission of the Berlin Airport Authority for any other uses per the Minimum Standards adopted in May 1995.
 - b. The LESSEE shall have the right to pass and re-pass over and across other lands of the LESSOR going to or from leased land in an appropriate manner.
 - c. The LESSEE shall neither add to, nor commence structural work upon any existing hangar, nor shall LESSEE erect new buildings without written consent of the Berlin Airport Authority. If such written consent has been given, or if same is given contemporaneously herewith, such consent is by this agreement made expressly conditional upon LESSEE's completion of any such project by a mutually agreeable date. If such written consent is given at any time in the future, such consent shall be deemed conditional upon the LESSEE's completion of any such project by a mutually agreeable date certain.

Should the LESSEE fail to complete the approved construction within the deadline above, said lease shall then terminate and said property shall revert back to the Authority. The LESSEE may request in writing to the Authority, for an extension or a new lease for said premises.

- d. The LESSEE shall pay all taxes assessed against the buildings and improvements on said premises, to the appropriate party.
- e. The LESSEE agrees to give the Berlin Airport Authority the right to first refusal to purchase the buildings constructed or acquired by LESSEE should the LESSEE decide to place them on the market for sale.
- f. The LESSEE agrees to cooperate with the LESSOR in the care and protection from fire of said premises and any and all lands in the general area of said premises and keep said premises free and clear of any and all brush, rubbish and garbage at the LESSEE's expense.
- g. The LESSEE agrees to observe and comply with all adopted Minimum Standards and any and all laws, rules and regulations, local, state, and federal, or otherwise including but not limited to fire, fire hazards, prevention of fire, pollution, shoreland zoning and land use, building codes, and required permits.
- h. The LESSEE agrees to indemnify, defend, save and hold the LESSOR, the Berlin Airport Authority, the City of Berlin, their successors and assigns and all its agents, employees, representatives and officials forever free and harmless of and from any and all loss, cost, debt, damage, claim and expense of every name, nature and kind which may arise by reason of injury to or death of persons or damage to or destruction of property on said leased premises during the term hereof including attorneys' fees and costs and to cover all losses, damages and expenses resulting from breach of any provision of the contract.
- i. Tents and trailers shall not be placed upon the subject premises except by special written permission from the Berlin Airport Authority.
- j. At the termination of the Lease, provided the LESSEE is not in default of any provisions of this Lease, LESSEE shall have the right to remove any structure on said premises if that action is taken on or before ninety (30) days, prior to the date of termination. LESSEE agrees to grant to the Authority a security interest in said structure(s) to secure payment of the rent and the costs and damages which the Authority may incur in the event of a breach. If the LESSEE shall be in default under any of the provisions of this lease at the time of termination, all structures on the premises at the date of the termination shall become the property of the Berlin Airport Authority free of charge or expense.
- k. Lessee shall grant access to any building on the premises to the Airport Manager by appointment annually or at other times with notice, to assure compliance with

local, State, and Federal laws as well as with the Airport's Minimum Standards.

- I. This land lease shall be non-transferable; until the Airport Authority is duly notified in writing of the new lessee, including contact information.

4. **RENT:**

AREA A —The LESSEE agrees to pay .13 per square foot in area A of the attached Aircraft Apron Areas Map by AMEC dated July 2011 on the first day of this Lease and annually thereafter during the five (5) year term of this Lease. (Number of square feet x .13 = \$ n/a)

AREA B --The LESSEE agrees to pay the sum of Two Hundred Twenty-Five (\$250) Dollars for any land 2,500 square feet or less in area B of the attached Aircraft Apron Areas Map by AMEC dated July 2011 on the first day of this Lease and annually thereafter during the five (5) year term of this Lease. Land of more than 2,500 square feet shall be charged .10 per square foot.

Said sums shall be payable to the Berlin Airport Authority.

- a) In addition to rental payments, the Berlin Airport Authority is requiring a Certificate of insurance in the amount of \$1 million dollars per occurrence, no aggregate including an endorsement naming the Berlin Airport Authority, its officials and agents, as "additional insureds". The policy cannot contain an aviation activities exclusion.
 - b) Copies of FBO licenses (if applicable) are to be sent in with rent payment
5. **DEFAULT:** If the LESSEE shall fail to pay the rent provided above or shall fail to perform each of the conditions and terms to be performed by the LESSEE the LESSOR shall have the right at its sole option at any time thereafter to terminate this lease by five (5) days notice in writing to the LESSEE.
6. **SURRENDER:** Upon the termination of the Lease for any reason, LESSEE agrees to quit and deliver peaceably and quietly, said premises in good and neat condition to the LESSOR or its attorney.

IN WITNESS WHEREOF the parties have hereto interchangeable set their hands the day and year first above written.

LESSEE

BERLIN AIRPORT AUTHORITY
DULY AUTHORIZED

WITNESS

WITNESS